



CONCILIATION AGREEMENT

and

VOLUNTARY COMPLIANCE AGREEMENT

The United States
Department of Housing and Urban Development

and

John Diaz
38204 11th Street East, #26
Palmdale, CA 93550

Respondent:

Housing Authority of the County of Los Angeles
Housing Authority Management Division
2 Coral Circle
Monterey Park, CA 91755

HUD Case Nos.:
09-09-0052-8
09-09-0052-4
09-09-0052-D

HUD Date Filed:
October 15, 2008

I. GENERAL PROVISIONS

1. On October 15, 2008 Complainant, John Diaz (hereinafter "the Complainant") filed a complaint under Sections 804(f)(1)(a) and 804(f)(3)(b) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (hereinafter the "Fair Housing Act" or "Act")(2 U.S.C. 3600 et seq.), and Section 504 of the Rehabilitation Act of 1973 as amended against the Housing Authority of the County of Los Angeles, Respondent/Recipient (hereinafter "the Respondent"). The Respondent having been named in and served with a copy of said complaint, and the Secretary of the United States Department of Housing and Urban Development (hereinafter "the Department" or "HUD"), having undertaken a preliminary investigation of said complaint, herein agree that the complaint be resolved under the following terms and conditions.
2. Complainant allegedly suffers from mental and physical disabilities.
3. Complainant alleges that on or about October 11, 2007, he was approved for a Section 8 voucher. Thereafter, he identified a rental unit he desired to rent and also apply his Section voucher. To utilize his Section 8 voucher, he was required to obtain a Request for Tenancy Approval from Respondent, which included an inspection of the unit.
4. Respondent made three attempts to inspect the unit in or around November and December 2007, but Respondent's Inspectors could not gain entry into the unit.
5. Pursuant to Section 10.6.1 of its Administrative Plan, a voucher holder must select another unit following a maximum of three (3) failed inspections. Pursuant to this provision, Respondent interpreted three failed attempts to conduct an inspection as "failed inspections", and thus required Complainant to select another unit for inspection. Respondent also issued a new Request for Tenancy Approval for a different unit.
6. In April 2008, Complainant requested in the form of a reasonable accommodation that Respondent conduct a fourth inspection of the same unit. Respondent responded and notified Complainant that the Section 8 voucher had expired.
7. In October 2008, Complainant filed his complaint with HUD.
8. Complainant acknowledges and agrees that he willfully and voluntarily entered into a lease for the unit despite not receiving approval from the Respondent through a passed inspection of the unit. Complainant further acknowledges that he entered into said lease even though he knew there was no guarantee that Respondent would approve the unit, which is a prerequisite for any subsidy payments on the unit.

9. The parties acknowledge that this Conciliation Agreement and Voluntary Compliance Agreement ("Agreement" or "VCA") is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
10. It is understood that the Respondent denies any violation of the federal fair housing laws and that this Agreement does not constitute an admission by the Respondent, or evidence of any determination by the Department of any violation of Title VIII, Section 504 or any other laws.
11. The parties agree that, in the interest of concluding this matter, this Agreement may be executed by the parties' signatures on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department (at the address identified in paragraph 32) immediately upon signing of the Agreement, or within 10 days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
12. This Effective Date for this Agreement shall be the date the Agreement is executed by the Director, Office of Fair Housing and Equal Opportunity. The Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
13. The terms of this Agreement shall be one (1) year from its effective date.
14. This Agreement is binding upon the U.S. Department of Housing and Urban Development, the Complainant and his successors and assigns, and the Respondent and its employees, heirs, successors and assigns.
15. Pursuant to Section 810(b) (4) of the Fair Housing Act, this Agreement shall become a public document. However, the Department will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
16. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Complainant, Respondent, and the Director, Office of Fair Housing and Equal Opportunity. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

II. MUTUAL RELEASE

17. In exchange for the Respondent's compliance with the provisions of this Agreement, Complainant hereby fully and forever waives, releases, discharges, and covenants not to sue Respondent, including, but not limited to, its current and former employees, partners, insurers, sureties, agents, representatives, attorneys, officers, directors, members of governing boards, successors, assigns, and parent, subsidiary and affiliated companies from any and all rights, claims, demands, damages, actions, causes of action, costs, expenses, and suits at law or in equity, of whatever kind or nature, whether based in tort, contract, administrative law, or any other theory of recovery, known or unknown, past or present, anticipated or not anticipated, suspected or not suspected, fixed or contingent, which Complainant ever had, now has, or may have in the future, arising from, or in any way were alleged in, or were within the scope of the allegations of the subject complaint filed with the Department.
18. This release does not apply to any rights arising from either parties' failure to comply with the terms of this Agreement, or to other complaints or matters of compliance which may be pending with the Department.

III. NON-RETALIATION

19. The Respondent agrees not to retaliate against or interfere with Complainant, or any other persons, on account of his having filed, or aided in the filing of the complaint which led to this Agreement or in the exercise of any right under Title VIII or Section 504, or on account of his having aided or encouraged any other person in the exercise or enjoyment of their rights under Title VIII or Section 504.

IV. RELIEF FOR THE COMPLAINANT

20. Within thirty (30) days from the execution of this Agreement by all parties and the Director, Respondent will issue Complainant a voucher, a new Request for Tenancy Approval, and schedule an inspection of Complainant's unit located at 38204 11th Street East, #26, in Palmdale, California 93550.
21. Respondent will notify Complainant and Complainant's Caregiver, Valerie Gannon, in writing of the date and time of the scheduled inspection. Complainant shall be reached at the following address: 38204 11th Street #26, Palmdale, CA 93550.
22. Valerie Gannon shall be reached at the following address: 2746 Buttercup Drive, Palmdale, California 93550, phone number- 661-965-2261[cell], or 661-272-1041 [home].
23. Respondent will schedule only one appointment for inspection of Complainant's unit. If Complainant's unit does not pass housing quality inspection, Complainant will use his voucher to locate another unit.

24. Respondent agrees to tender to Complainant a certified check in the amount of \$6,780 to reimburse Complainant for rent he paid from April 2008, to June 2009. Respondent will mail certified check to Complainant at his address at 38204 11th Street East, #26, Palmdale, CA, 93550.

COMPLAINANT'S OBLIGATION

25. Complainant or Complainant's Caregiver will be responsible for being present at the unit at the time of the scheduled appointment. Failure to be present on the scheduled inspection date and time, could result in the termination of Complainant's Voucher.

V. ACTIONS IN THE PUBLIC INTEREST

26. Within 365 days of the effective date of this Agreement, a designated member of the Housing Authority of the County of Los Angeles will attend fair housing training. The selected individual for this training should, if possible, be an employee familiar with the facts of this case. Respondent shall pay for any cost of the training course.
27. Respondent shall display and maintain a fair housing poster as described in Part 110.25 of Title 24 of the Code of Federal Regulations in Respondent's offices open to the public, so it is in plain sight of tenants and all persons seeking housing accommodations.

VI. COMPLIANCE

28. Complainant and Respondent agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As a part of such monitoring, the Department may require written reports concerning compliance, inspect the premises, interview witnesses, and examine and copy pertinent records of the Respondent at any reasonable time during the term of this Agreement. Any examination of Respondent's records or interviewing of Respondent's witnesses shall be subject to a minimum notice of five (5) business days provided to Respondent.
29. The parties agree that should the Department have reasonable cause to believe Respondent has breached this Agreement; the Department shall refer the matter to the Attorney General of the U.S. Department of Justice for enforcement of the terms of the Agreement.

VII. REPORTS AND RECORD KEEPING

30. This Agreement contains specific actions that are required of the Complainant and the Respondent. These actions must be completed within the specified timeframes and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the

required contents and deadlines. Failure to provide documentation of compliance with the terms of this Agreement constitutes a breach of the Agreement, and may result in referral of the matter to the Attorney General of the U.S. Department of Justice for enforcement proceedings without further notice.

31. With regard to paragraph 25, Respondent will provide to the Department a certification of attendance, as identified in the certification form which is part of this Agreement, within ten (10) days of the completion of such training.
32. The parties agree that the Department shall be solely responsible for determining whether the Respondent is in compliance with the terms of this Agreement.
33. As directed by this Agreement, all required certifications and documentation of Compliance must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office – Region IX
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

34. This Agreement does not in any way limit or restricts the Department's authority to investigate any subsequent complaints involving the Respondent made pursuant to Title VIII, Section 504, or any other authority within the Department's jurisdiction.

Conciliation Agreement and Voluntary Compliance Agreement
CASE NAME: Diaz, John v. Housing Authority of the County of Los Angeles
CASE NUMBERS: 09-09-0052-8/09-09-0052-4/09-09-0052-D

SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Agreement.

John J Diaz

6-15-09

John Diaz
Complainant

Date

06/30/2009 14:38

NU.031 001

P.2

SIGNATURE PAGE

Signature must be to the approval and acceptance of this Agreement.

Valerie Dawson


6/30/09

Authorized Representative

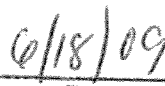
Date

SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.

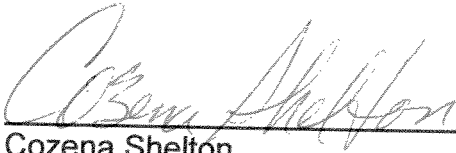


Housing Authority of the County of Los Angeles



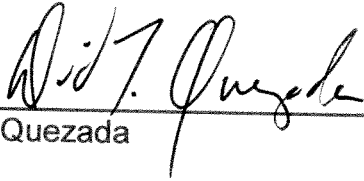
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RECOMMEND APPROVAL OF THIS AGREEMENT.



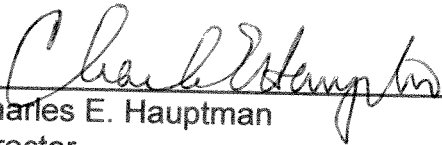
Cozena Shelton
Investigator
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity

6-26-09
Date



David T. Quezada
Director,
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity

06-26-2009
Date



Charles E. Hauptman
Director
Office of Fair Housing and Equal Opportunity

7/1/2009
~~6/29/2009~~ *can*
Date